

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT (SLA)

SUPPLEMENTAL AGREEMENT
No. 40

DATE
9/21/11

TO LEASE NO. GS-02B-22464

ADDRESS OF PREMISES 99 Tenth Ave, New York, NY 10014

THIS AGREEMENT, made and entered into this date by and between Able Empire Group, L.P.

whose address is 100 Peabody Place
Memphis, TN 38103

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease

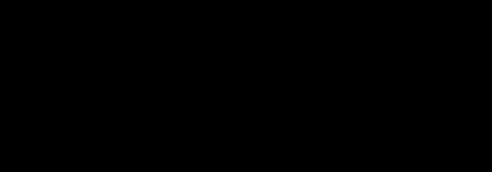
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

1. The term of the lease is hereby extended for five (5) years, from June 3, 2011 thru June 2, 2016.
2. The Lessor will contribute an additional \$1,000,000.00 to the base amount for tax escalation purposes. As per Paragraph 24 and Section B, Paragraph 19 of the Lease, the base amount for tax escalation is hereby reestablished as \$1,184,301.54.
3. The Government shall pay the Lessor annual rental of \$17,035,800.00 at the rate of \$1,419,650.00 per month in arrears, subject to continued operating cost escalations as per Paragraph 22 and Section B, Paragraph 20 of the Lease.
4. Should this SLA take effect after June 3, 2011, the Government shall retroactively pay the Lessor the difference in the current rental rate and escalations and the rate and escalations established in this SLA for the period of June 3, 2011 through the effective date of this SLA.
5. Should the Lessor be awarded a new lease during the term of this Lease, this Lease will terminate the day prior to the effective date of the new lease.
6. The Lessor must agree to renovate the space for all energy efficiency and conservation improvements that would be cost effective over the firm term of the lease. Such improvements may consist of, but are not limited to, the following: Heating, Ventilating, and Air Conditioning (HVAC); Lighting Improvements; Building Envelope Modifications.
 - a. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs.
 - b. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of building improvements that achieve cost savings over the firm term of the lease sufficient to pay the incremental additional costs of making the building improvements.
 - c. If the Lessor obtains the Energy Star label no later than one (1) year after signing the SLA, the Lessor is not required to renovate such space for the energy efficiency and conservation improvements detailed above.
7. The parties agree that the leased space is accepted in its "as-is" existing condition. Lessor maintenance shall continue per Lease terms and (notwithstanding Paragraph #6 above) no improvements, alternations or enhancements shall be provided or paid for by the Lessor.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR : A

BY


[Handwritten Signature]
Partner
(Title)


100 Peabody Place, Memphis, TN 38103
54. 14 00
(Address)

BY

(Signature)

(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY

Contracting Officer

(Official Title)